
Unisys Response To

Dallas County
RFP 2007-117-3023

Request for Proposals for Dallas County's
Desktop Technical Support

BAFO

October 12, 2007 @ 1:00 P.M.

GOVERNMENT
EXHIBIT NO.
325

3:14-CR-293-M



Table of Contents

Executive Summary 1
Response to BAFO Items..... 2
 BAFO Points..... 2
Cost Quotation Assumptions 7

Figures

Figure 1 Warehouse/Receiving 2
Figure 2 Secured Storage/Staging..... 2
Figure 3 Unisys Supporting Public Sector..... 5
Figure 4 Unisys Supporting Public Sector (continued) 5

Tables

Table 1 Dallas County Desktop Technical Support Pricing—BAFO..... 7
Table A-1 Draft of the Contract Outlining Standard Requirements, Terms and Conditions..... 10



Executive Summary

Dallas County has been very diligent in its efforts to evaluate service providers for the County's Desktop Technical Support requirements. The County needs a provider that is dependable, reliable, and able to provide repeatable services. The County seeks a provider with a reputation for quality, whose processes are compliant with accepted industry standards and who is without question a forthright and ethical company. The provider must have impeccable references in the Public Sector and must consider these services as core to their business. Finally, the provider must have proposed a price that is market-competitive and workable within the County's budget constraints. On every measure, Unisys proves to be a wise choice.

In addition to fulfilling the requirements above, Unisys offers greater potential value to Dallas County. As a Top 10 Outsourcer, Unisys has the size, scalability, breadth of Public Sector portfolio and consulting expertise that Dallas County requires. Teaming with Unisys will place tremendous resources at the County's disposal, ready when needed. This relationship will allow Dallas County to act quickly and confidently when changes occur in your environment. Unisys partnerships with other companies like Cisco and Microsoft also offer the County potential value. For instance, Unisys is one of Microsoft's primary partners in assisting clients in Active Directory migrations and Exchange implementations, an upcoming opportunity for Dallas County. Also, Unisys is leading the way in utilizing Microsoft's tools to reach the "Zero Touch" installation goal. This leadership enables Dallas County to experience continuous improvement and increasing efficiencies in its PC lifecycle management.

You will notice that we have found greater efficiencies in our attached BAFO proposal and drove the ongoing costs to the County down by over 20 percent from our previous submission. In order to achieve these efficiencies we ask that the County consider a longer term agreement of 60 months. We have also found efficiencies in our One Time Transition, cutting that cost by nearly a third. At the same time, we have committed to shorten our initial transition period to 30 working days from time of contract. Of course, these efficiencies come at no reduction of service or quality to Dallas County. Our commitment to delivering the services as requested remains firm.

Dallas County recognizes the value of long term relationships. A long-standing, trusting relationship with a provider will bring many residual benefits to all parties concerned. Unisys also believes in long term service relationships. The majority of our Public Sector clients, such as the City of Chicago, the City of Minneapolis, Chicago Parks and Recreation, the City of Charlotte, and the Texas Workforce Commission are on a second or third extension of original agreements. Unisys flexibility has allowed these agreements to evolve and to continually realign with the changing needs of the client.

The needs of Dallas County end-users will continue to evolve, and Unisys commits to being there to address those future needs. The team of Unisys professionals identified to support Dallas County is second to none. We would consider it a privilege to count Dallas County as another important client in our area. We respectfully ask that our attached Best and Final Offer receive your utmost consideration. We at Unisys are anxious to move forward with Dallas County and begin the work of delivering quality service each and every day.

Response to BAFO Items

BAFO Points

BAFO Question:

1. *What is your minimal transition time and does all work need to happen prior to go live?*

Unisys Response:

Unisys will go live within 30 business days of contract signature. However, in order to allow for an operation stabilization period, Unisys requests that the first 90-day period not carry any repercussions from Dallas County for missed service levels.

BAFO Question:

2. *Where is your warehouse located and what access would Dallas County have to it?*

Unisys Response:

The facility is located at:

506 E. Dallas Rd Suite 400
Grapevine, TX 76051

The Unisys solution includes a facility (shown below) that has restrictive security badge access 24/7. Secured access will be provided to appropriate employees of Dallas County.

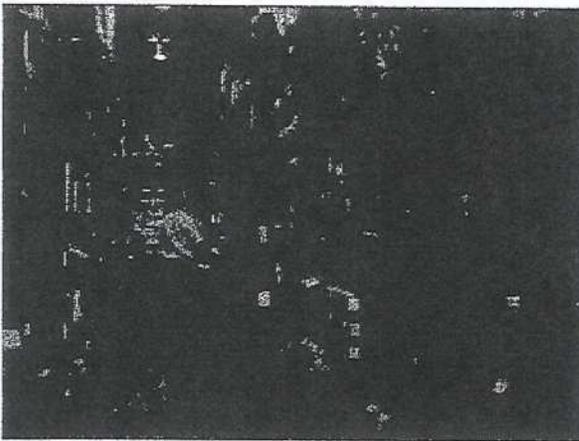


Figure 1 Warehouse/Receiving

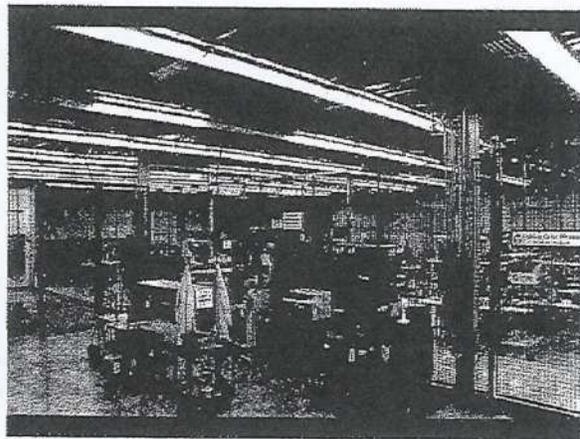


Figure 2 Secured Storage/Staging



BAFO Question:

3. *What specific activities/procedures would you implement to maintain inventory accuracy by department?*

Unisys Response:

Unisys has proposed a comprehensive Asset Tracking solution to meet all of the Dallas County requirements. The Asset Tracking function is the tracking of IT equipment (hardware) and software from the time it is received to its disposal. The service involves the recording and tracking of equipment and software details, including serial number, model number, make, and auto-scanned software information.

The Unisys Asset Tracking solution is the tracking of location and ownership of devices throughout their lifecycle, from installation through removal and disposal. Asset life cycle tracking is responsible for defining, implementing, and managing the processes that enable clients to track the location and ownership of devices throughout their lifecycle, from installation through removal. The stages of an Asset Life Cycle include:

- **Received.** Equipment that has been received and is waiting to be installed.
- **Installed.** Equipment that has been installed and associated with a location and an end-user.
- **Recycled.** Equipment that was previously installed and is now in storage and available to be re-installed in the environment.
- **Retired.** Equipment designated as unusable but still residing in the Client's environment.
- **Disposed.** Equipment physically and permanently removed from the Client's environment.

The flow of an asset through these lifecycles is tracked to verify that the asset gets into the system accurately and subsequently maintains that accuracy.

Devices which are disconnected from the network, or are un-trackable by automated means, require manual input into the asset management system. This information is populated by the Unisys Asset Manager assigned to the account. During the transition period, Unisys will design processes for providing this information to the Unisys Asset Manager and notifying Unisys when the status of these assets has changed.

Unisys has included an annual physical HW inventory. The results of these inventories will be reviewed with Dallas County. Unisys believes that through proper development of Asset Tracking processes we may be able to eliminate the need for an annual physical inventory. Catch points are specific service events where the asset information is updated by Unisys or other Dallas County designated service providers. By developing processes and key asset catch points, (for example, monthly audit processes, auto-discovered hardware information, and procurement records), the Unisys Asset Manager will continually audit, update, and manage the accuracy of the Dallas County Asset Repository. In addition, the Asset Manager will evaluate the services for gaps where an asset's information is not captured or updated. In these situations, the Unisys Asset Manager will work with all associated groups to implement or modify processes that will enable Unisys to maintain the accuracy of the asset repository.



On an annual basis, Unisys recommends an audit and report be presented to the County by the Unisys Asset Manager. This audit will show the accuracy of the audited asset information and will enable the County to determine if a physical inventory for that year is required.

By following the standard processes implemented by Unisys, the County may be able to eliminate the requirement for an annual wall to wall inventory. Unisys will use specific processes and catch points to maintain the asset repository accuracy. Specific catch point processes will include the following:

- Capturing inventory information upon receipt of the asset at the Depot.
- Updating the asset status and physical location upon installation, move, add, change, or disposal.
- Validating asset information during service events.
- Confirming asset information at the Dallas County Help Desk.
- Auditing auto-scanned information compared to the Asset Repository.
- Reviewing purchasing and receiving records of assets.
- Additional processes where asset information can be verified.

By leveraging these catch point processes and continually working to audit and validate the accuracy of the asset repository, Unisys will be able to exceed the Dallas County Asset Tracking requirements.

BAFO Question:

4. *What additional benefits could Dallas County expect by contracting with your firm for this service?*

Unisys Response:

Industry Leadership

Unisys is recognized as one of the premier outsourcing companies in the world. Gartner, Giga, Meta and Forrester have all recently praised Unisys for our capabilities in this service space. We are stable, dependable and scalable to meet our clients' changing needs. While we are anxious to engage with Dallas County in this Desktop Technical Support opportunity, it is only a small part of our entire service portfolio. We recognize there is much more Unisys can offer the County as new needs arise.

Breadth of Public Sector Expertise and Solutions

The Unisys Public Service Practice has numerous application solutions that might benefit Dallas County in Public Safety, Criminal Justice, Finance, and Administration. For instance, Unisys is currently participating in a tender from Dallas County for an Inmate Phone System. A sampling of our capabilities and references for these solutions is included in Figure 3 and Figure 4.



Supporting Public Sector

Finance, Taxation and Revenue	Motor Vehicles Transportation	Labor and Employment Security	Environment	Administration Data Processing and Legislative	Agriculture	Public Safety / Criminal Justice	Public Safety and Criminal Justice
California Denver Colorado Florida Hawaii Illinois Kansas Kentucky Massachusetts Michigan New Jersey New Mexico New York Ohio Oregon Pennsylvania Texas Toledo, Ohio West Virginia	Alabama Arizona California Connecticut Florida Hawaii Illinois Maryland Massachusetts Michigan Minnesota New Hampshire New Jersey New York North Dakota Ohio Tennessee Vermont Washington West Virginia	California Colorado Connecticut Florida Hawaii Indiana Maine Massachusetts Minnesota Michigan New Hampshire New Jersey New Mexico North Dakota Ohio Oregon Texas Wyoming	California Louisiana Maryland New Mexico Ohio Oregon Pennsylvania Texas Wisconsin	Arizona Florida Iowa Kansas Michigan Minnesota New York Ohio Pennsylvania South Carolina Virginia	Florida North Carolina Oklahoma Washington	Michigan Minnesota Nebraska Ohio Wisconsin	Massachusetts New Jersey New York Pennsylvania



Figure 3 Unisys Supporting Public Sector



Supporting Public Sector

Health	Child Welfare	Child Support	Public Administration	Medicaid	Public Safety and Criminal Justice
Connecticut Florida Minnesota South Carolina Texas	Florida Kentucky California Michigan	Alabama District of Columbia California Massachusetts New York Pennsylvania South Carolina	California Texas Michigan New York Pennsylvania Texas Virginia Washington	Iowa Kentucky Louisiana Massachusetts New Jersey Oklahoma	Alabama California Colorado Florida Georgia Kentucky Louisiana Michigan Nevada North Carolina South Carolina Tennessee Virginia

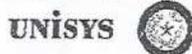


Figure 4 Unisys Supporting Public Sector (continued)



Microsoft Strategic Partner

One of Unisys key partners in service delivery is Microsoft, and as such we have deep capabilities in assisting clients with the successful deployment of Microsoft tools. This is an extremely strong area for Unisys and one where we can deliver genuine value to Dallas County.

Responsiveness and Flexibility

The size of our company and the critical mass of our field operations would allow us to respond rapidly and capably to any project opportunities at Dallas County. If needs arise, Unisys can leverage our knowledge of Dallas County's environment and apply additional resources, if necessary to accomplish a required task. With an existing agreement and knowledgeable workers this can be done quickly and painlessly.

Proven Processes and World Class Delivery Model

Unisys is clearly a leader in the delivery of the Desktop Technical Support Dallas County is seeking. It is not only our reputation that separates us from the others. Our scalability, world class systems and processes, and the ISO9000 compliance of our field service operations all contribute to making Unisys a superior provider. We recognize Dallas County as a very visible client in this market and welcome the opportunity to add you to our list of satisfied service clients. The City of Chicago, Texas Workforce Commission, City of Minneapolis, the Transportation Security Administration, the City of Charlotte and many others depend on Unisys for this type of support. It is at the core of what we do, and do well. We welcome the opportunity to deliver these services to Dallas County.

BAFO Question:

5. *Identify and submit resumes for any changes to key personnel proposed for this project.*

Unisys Response:

No changes have been made from prior submission of August 13, 2007.

BAFO Question:

- 6 *If there are changes in the Minority/Women Business Compliance Documents, explain the changes and re-submit the appropriate M/WBE forms included in the RFP.*

Unisys Response:

No changes have been made from prior submission of August 13, 2007.

BAFO Question:

7. *Attached with this letter is a draft of the contract outlining standard requirements, terms and conditions of which your firm will need to comply with. Please review and provide any comments and/or exceptions.*

Unisys Response:

Unisys takes exception to the provisions contained in the Dallas County draft Contract and offers proposed language for the County's consideration in Appendix A.



Cost Quotation Assumptions

BAFO Question:

Pricing will be valid for 180 days from the date of the BAFO.

Unisys Response:

Unisys complies.

BAFO Question:

Be clear about what product/services are included in your proposed price.

Unisys Response:

The overall Scope of Work that Unisys will provide Dallas County is defined in our RFP response dated August 13, 2007. The Statement of Work is unchanged for this BAFO submission. These services are in the following categories:

- Break/Fix Operations
- Project Support Operations
- Onsite/On call Support Staff
- Desktop Operations
- Central Receiving and Distribution
- Asset Management

BAFO Question:

This will be a three (3) year contract with a thirty day no fault termination clause.

Unisys Response:

Unisys is proposing a 5 year contract with amended termination provisions provided within this response.

Unisys has provided updated BAFO pricing in Table 1.

Table 1 Dallas County Desktop Technical Support Pricing—BAFO

Dallas County Desktop Technical Support Pricing						
	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Seats (5,800)						
Desktop Technical Support Pricing	\$1,601,496	\$1,601,496	\$1,601,496	\$1,601,496	\$1,601,496	\$8,007,480
One Time Transition	\$288,791					
Wall to Wall Annual Inventory	\$15 per Device					



The above pricing is based on the following considerations (see highlights for revised wording):

- **General**

- Prior to completing a contract, Unisys requests the ability to conduct a due diligence to verify and validate the information provided or used in developing our solution. If as determined during due diligence, or in the event that Unisys is not provided with an opportunity to conduct due diligence and, the information is inaccurate or incomplete, then Unisys may adjust the fees to account for any changes to the work reasonably required by Unisys to perform the services due to any inaccuracies, omissions, or changes to this information.
- This proposal is based upon the information and data furnished by Dallas County or standard industry assumptions used to develop solutions of this nature.
- The Unisys Program Management Office has been included in the price.
- Pricing is subject to confirming assumptions and final Service Level Agreements.
- Services pricing is based on a minimum 60-month contract.
- Pricing does not provide for any data circuits or required data equipment between Dallas County and Unisys.
- All supported locations are within Dallas County.
- Dallas County will provide the necessary server infrastructure for the asset management tool.
- There are 5,800 devices in scope (4,969 desktops and 831 laptops).
- There are 1,200 printers and 10 plotters in scope.
- There are 4,200 user logins.
- Unisys Standard Report Package will be provided.
- Transition pricing is included.
- Estimated Transition timeline is 90 calendar days with Go Live in 30 business days.

- **Pricing**

- Pricing in United States Dollars (USD).
- Billing Terms: In Advance and Net 30.

- **Desktop Management**

- Desktop Management hours of operations are 5 days a week by 9 hours a day.
- Desktop management tool (for example, SMS 2003) is in place and available for use by Unisys.
- License costs for the Desktop management tool are excluded.
- Image servers are available for local storage.
- Dallas County has a remote control tool available.

- **Desktop Software Support and IMAC Services**

- On-site support and IMAC Services hours of operations are 5 days a week by 9 hours a day and on call support for after hours.
- Event durations range from 1.0 hours to 2.0 hours.

UNISYS

- Desktop software support events are estimated at 0.8 per user per year.
- MAC events are estimated at 0.5 per user per year.
- **Maintenance Support Services**
 - Maintenance Support Services hours of operations are 5 days a week by 9 hours a day.
 - Parts have not been included and will be provided by Dallas County.
 - Event durations range from 1.1 hours to 1.4 hours.
 - All loaner equipment will be provided by Dallas County.
 - Dallas County will provide the spare parts required by Unisys.
 - Dallas County will provide the necessary preventive maintenance kits for the printers.
 - Desktops, laptops and printers are from Tier 1 OEMs.
 - OEM Warranty assumptions: Desktops and Laptops 100 percent in warranty and Printers are out of warranty.
 - Maintenance service calls will be based on the failure rates of the Dallas County selected equipment vendors.

Appendix A

Table A-2 Draft of the Contract Outlining Standard Requirements, Terms and Conditions

Section	Section Title	Proposed Language
8	Contractor's Software	<p>Except as indicated herein below, or as the Parties may otherwise agree in writing, development or improvements made to the Software provided by CONTRACTOR under this Contract shall be considered instantly vested and fully owned by CONTRACTOR as fully and completely as if a proper, enforceable work for hire under the copyrights laws. If any such Software improvements are not considered a work made for hire under applicable law, COUNTY hereby irrevocably assigns to CONTRACTOR all of COUNTY's right, title, and interest in and to such improvements. COUNTY shall execute any documents and take any other actions reasonably requested by Service Provider to accomplish the purposes of this Section. If for any reason CONTRACTOR fails to obtain ownership of the improvements and such ownership is vested in COUNTY or its employees or agents, COUNTY agrees to i) promptly and legally transfer rights in such improvements to CONTRACTOR wherever possible and (ii) wherever not possible, at no cost to the CONTRACTOR promptly grant to the CONTRACTOR a perpetual, exclusive, royalty-free and world-wide license to use the SOFTWARE improvements for any purpose, and to assign and sublicense its license rights.</p> <p>The Parties further agree that, upon any expiration/termination of this Contract, in the event COUNTY elects to enter into a license with CONTRACTOR for the Software (including any improvements) such license will be at any then-existing pricing and license terms, provided such terms are commercially reasonable (said terms potentially including a fee to defray the costs associated with separating the Service Provider Software (including any improvements) from the infrastructure upon which they reside), COUNTY shall not pay any additional fees or other consideration for Software improvements conceived or reduced to practice during the course of (and in conjunction with the Services associated with) this Contract.</p> <p>The Parties further agree that, in the event COUNTY elects to enter into a license with CONTRACTOR for the Software (including any CONTRACTOR Software improvements), such license shall (1) be for the express benefit of COUNTY alone; and include a commitment by COUNTY that no third party (including any third party service provider providing services, such as IT services, to COUNTY) shall have access to the Software (including any CONTRACTOR Software improvements) without a contractual commitment that (2a) said third party's access and use shall be limited to access and use for the express benefit of COUNTY alone; and (2b) said third party shall not access or use Software (including any improvements) for the purpose of developing or modifying a competitive product.</p> <p>COUNTY's right to use the Software and Third Party Software is granted only during the term of this Contract.</p> <p>Any additions or modifications to this Section shall be made by mutual agreement of the Parties.</p>
9	Termination	<p>Either party may, at its option and without prejudice to any other remedy to which it may be entitled to at law or in equity, or elsewhere under this Agreement, terminate this Agreement, in whole or in part, after the first twelve (12) months of service by giving 120 calendar days prior written notice thereof to the other party with the understanding that all services being performed under this Agreement shall cease upon the date specified in such notice. COUNTY shall compensate CONTRACTOR in accordance with the terms of this Contract for services performed prior to the date specified in such notice. In the event of a cancellation, CONTRACTOR shall cease any and all services under this Agreement on the date of termination and to the extent specified in the notice of termination. Upon receipt of such notice, CONTRACTOR shall not incur any new obligations or perform any additional services and shall cancel any outstanding obligations or services to be provided. To the extent federal funds are available and reimbursement is permitted, COUNTY will reimburse CONTRACTOR for non-canceled obligations that were incurred prior to the termination date including any termination fees noted in the Statement of Work. Upon termination of this Agreement as herein above provided, any and all COUNTY</p>

Section	Section Title	Proposed Language
		<p>data, documents and information in CONTRACTOR's possession shall be returned to COUNTY within five (5) working days of the date of termination. In no event shall COUNTY's termination of this Agreement, for any reason, subject the COUNTY to liability.</p> <ol style="list-style-type: none"> 1) <u>Without Cause: This Contract may be terminated, in whole or in part, without cause, by either party after the first twelve (12) months of service upon 120 calendar days prior written notice to the other party.</u> 2) <u>With Cause: County reserves the right to terminate this Contract immediately in whole or in part, at its sole discretion for the following reasons:</u> <ol style="list-style-type: none"> a) <u>Lack of, or reduction in, funding or resources:</u> b) <u>Non Performance: CONTRACTOR'S substantial non-performance of the specifications of this Contract or non-compliance with the material terms of this Contract shall be a basis for termination of the Contract by the County. Termination, in whole or in part, by the County under this Section may be made at County's option and without prejudice to any other remedy to which County may be entitled to at law or in equity, or elsewhere under this Contract, by giving thirty (30) days written notice to CONTRACTOR with the understanding that all services being performed under this Contract shall cease upon the date specified in such notice. County shall not pay for work, equipment, services or supplies that are not authorized or do not substantially conform to the requirements of this Agreement. At County's sole discretion and with written notice by County, CONTRACTOR may be given a reasonable opportunity prior to termination to correct any deficiency in the work or services performed under this Contract. County will consider a reasonable time to be thirty (30) calendar days to cure any problems and/or deficiencies with CONTRACTOR'S performance, such problems and/or deficiencies being determined by County. Nothing herein, however, shall be construed as negating the basis for termination for non-performance or shall in no way limit or waive County's right to terminate this Contract under any other provisions herein.</u> c) <u>In County's sole discretion, if termination is necessary to protect the health and safety of clients:</u> d) <u>If CONTRACTOR becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs, enters into an agreement for the composition, extension, or adjustment or all or substantially all of its obligations, and/or</u> e) <u>CONTRACTOR'S inability to perform under this Contract due to judicial order, injunction or any other court proceeding.</u>
10	Monetary Restitution	<p>In the event this Contract is prematurely terminated due to non-performance and/or withdrawal by CONTRACTOR, COUNTY shall have the right to seek monetary restitution (to include but not limited to withholding of monies owed) from CONTRACTOR to cover the costs for interim services which would be the difference of a higher cost (difference between termination CONTRACTOR'S rate and new vendor's rate) beginning the date of CONTRACTOR'S termination through the contract expiration date. In the event civil suit is filed to enforce this provision, County will seek its attorney's fees and costs of suit from CONTRACTOR.</p>
11	Indemnification	<p>CONTRACTOR, to the fullest extent allowed by law, agrees to waive, release, indemnify and hold harmless County against any and all third party losses, damages, causes of action, claims, demands, liabilities, judgments, suits, fines, assessments, penalties, adverse awards and/or other expenses, (whether based upon tort, breach of contract, patent or copyright infringement, failure to pay employee taxes or withholdings, failure to obtain worker's compensation insurance or otherwise) including reasonable legal and related legal fees and expenses that are incurred by County arising out of or on account of or resulting in injury to persons (including death) including, but not limited to, exposure to any disease, by any manner or method whatsoever, or damage to tangible property (but not loss or damage to information or data) directly arising out of any negligent act or omission in the performance of its obligations pursuant to this Agreement by CONTRACTOR, its assigns, or its subcontractors, officers, directors, employees, agents or representatives (referred collectively as "CONTRACTOR"). This indemnification shall apply, whether or not any such injury or damage has been brought on any theory of liability, intentional wrongdoing, strict product liability, County's negligence, or breach of non-delegable</p>



Section	Section Title	Proposed Language
		<p>duty. CONTRACTOR further agrees to defend (at the election of County) at its sole costs and expense against any claim, demand, action or suit for which indemnification is provided herein. Such indemnification is conditioned upon COUNTY promptly notifying CONTRACTOR in writing of the claim, permitting CONTRACTOR to control the defense and settlement of the claim and reasonably cooperating with COUNTY at COUNTY'S expense, in defending or settling the claim.</p> <p>Approval and acceptance of CONTRACTOR'S services by County shall not constitute nor be deemed a release of the responsibility and liability of CONTRACTOR, its subcontractors, employees, officers, agents, invitees, licensees or assigns for the accuracy and competency of their services; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the services performed by CONTRACTOR, its subcontractors, employees, officers, agents, invitees, licensees or assigns in this regard.</p>
14	Insurance	<p>CONTRACTOR ("Firm" for purposes of this Section) agrees that it will at all times during the term of this Contract maintain in full force and effect insurance as provided herein.</p> <p>A. Within ten (10) calendar days after the Effective Date of this Contract, Firm shall furnish, at its sole cost and expense, the following minimum insurance coverage. Such insurance is a condition precedent to commencement of any work. Firm shall, in the stated ten (10) day period, furnish to the Dallas County Purchasing Director (at the address provided below in this Insurance Section) verification of the insurance coverage in the type and amount required herein, meeting all conditions in this Contract and authorized to do business in the State of Texas. Such insurance shall show COUNTY as the certificate holder (general liability insurance). The insurance coverages, except Workers Compensation and Professional Liability, required by this Contract, shall name Dallas County and its officers, employees and elected officials as additional insured(s) (as the interest of each insured may appear) but only to the extent of the liability as set forth in the indemnity provision of this Contract.</p> <p>B. Such insurance shall provide, at a minimum, the following coverages:</p> <p>1) <u>Statutory Workers' Compensation Insurance</u> that meets the requirements of the Texas Workers' Compensation Act, Title 5, Subtitle A of the Texas Labor Code, or, if self-insured, then Contractor must provide to County evidence of a certificate issued by the Workers' Compensation Commission approving such self-insurance. <u>If Contractor has no employee (as defined by the Texas Workers' Compensation Act), Contractor shall provide County with a sworn Affidavit stating that there is no employee in lieu of a Certificate of Insurance, attached hereto as Exhibit B and incorporated by reference for all purposes.</u> In the event that any work is sublet Contractor shall require the subcontractors to similarly provide Workers' Compensation Insurance for all of the subcontractors' employees, unless such employees are afforded protection by the Contractor. Contractor shall bear the burden of all workers' compensation coverage for all of its subcontractors and subcontractors' employees who do not have workers' compensation coverage. Contractor also represents that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with an appropriate insurance carrier, or in the case of self insurance, with the Texas Department of Insurance - Division of Workers' Compensation. Providing false or misleading information may subject Contractor to administrative penalties, criminal penalties, civil penalties or other civil actions.</p> <p><u>Types of Coverage Limits of Liability</u> Workers' Compensation Statutory Employer's Liability Bodily injury by Accident \$500,000.00 Each Accident Bodily injury by Disease \$500,000.00 Each Employee Bodily injury by Disease \$500,000.00 Policy Limit</p>

Section	Section Title	Proposed Language
		<p>2) <u>Professional Liability Insurance or Errors and Omissions Insurance.</u> Contractor shall indemnify County for damages resulting from defects, errors or omissions and shall secure, pay for and maintain in full force and effect during the term of this Contract and any subsequent extensions hereto or any subsequent extensions hereto, sufficient errors and omissions insurance in a minimum amount of Fifteen Million and 00/100 Dollars (\$15,000,000.00) per occurrence with certificates of insurance evidencing such coverage to be provided to the County.</p> <p>3) <u>Commercial General Liability Insurance, including Contractual Liability Insurance.</u> Commercial General Liability Insurance coverage for the following:</p> <p>(a) Premises Operations; (b) Independent contractors or consultants; (c) Products/Completed operations; (d) Personal injury; (e) Contractual liability; (f) Explosion, collapse and underground; (g) Broad form property damage, to include fire legal liability. Such insurance shall carry limits of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for bodily injury and property damage per occurrence with a general aggregate of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) and products and completed operations aggregate of Five Hundred Thousand and 00/100 Dollars (\$500,000.00). There shall not be any policy exclusion or limitations for personal injury, advertising liability, medical payments, fire damage, legal liability, broad form property damage, and/or liability for independent contractors or such additional coverage or increase in limits specifically contained within the bid specifications.</p> <p>4) <u>Commercial Automobile Liability Insurance.</u> Prior to using or causing to be used a motor vehicle other than a vehicle for hire (i.e. cab), Contractor shall furnish to the County a certificate showing commercial automobile liability insurance covering all owned, hired and non-owned vehicles (excluding cabs) used in connection with the services performed under this Contract, with the minimum limits of One Hundred Thousand and 00/100 Dollars (\$100,000.00) each person and Three Hundred Thousand and 00/100 Dollars (\$300,000.00) each accident for bodily injury and One Hundred Thousand and 00/100 Dollars (\$100,000.00) each occurrence for property damage or a combined single limit for bodily injury and property damage liability in a minimum amount of Four Hundred Thousand and 00/100 Dollars (\$400,000.00).</p> <p>C. Firm agrees that, with respect to the above referenced insurance, all insurance contracts/policies will contain the following required provisions:</p> <p>1) This insurance shall not be canceled, limited in scope or coverage or for non-payment of premium, has been given by the insurance company to the COUNTY.</p> <p>2) Provide that the inclusion of one or more persons, corporations, organizations, firms or entities as insureds under this policy shall not in any way affect the right of any such person, corporation, organization, firm or entity with respect to any claim, demand, suit, or judgment made, brought or recovered in favor of any other insured.</p> <p>3) Provide that this policy shall protect each person, corporation, organization, firm or entity in the same as though a separate policy had been issued to each, provided that its endorsement shall not operate to increase the insurance company's limits of liability as set forth elsewhere in the policy.</p> <p>4) Provide for notice to the COUNTY Purchasing Director at the address shown in this Contract by registered mail, return receipt requested, and full postage paid, sent to:</p> <p style="padding-left: 40px;">Records Building, 6th Floor 509 Main Street, Room 103 Dallas, Texas 75202-5799</p>



Section	Section Title	Proposed Language
		<p>D. Firm shall provide that all provisions of this Contract concerning liability, duty and standard of care, together with the indemnification provisions, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies.</p> <p>E. It is agreed that the Firm's insurance shall be deemed primary with respect to any insurance or self-insurance carried by COUNTY for liability arising out of operations under this Contract with the COUNTY but only when required to respond as set forth in the indemnity provision of this Contract.</p> <p>F. Firm shall be solely responsible for all cost of any insurance as required here. All insurance coverage shall be on an occurrence basis or a claims basis.</p> <p>G. It is the intent of these requirements and provisions that insurance covers all cost and expense so that COUNTY will not sustain any expense, cost, liability, or financial risk as a result of the performance of services under this Contract.</p> <p>H. Insurance certificates. The certificates of insurance shall list COUNTY as the certificate holder. All insurance policies or duly executed certificates for the same required to be carried by Firm under this Contract, shall be delivered to the Dallas County Purchasing Director located at the Dallas County Records Building, 509 Main Street, 6th Floor, Dallas, Texas 75202 within ten (10) calendar days of execution and/or renewal of this Contract and upon renewals and/or material changes of such policies, or such non-delivery shall constitute a default of this Contract subject to immediate termination at COUNTY'S sole discretion.</p> <p>I. If Firm and/or its subcontractors fail to comply with any of the requirements relating to insurance, COUNTY, in addition to all other remedies allowed by this Contract or in law, obtain such insurance and deduct from the payments to Firm the expense of obtaining such insurance and the cost of insurance premiums. However, neither Firm nor any third party shall have any recourse against the COUNTY for payment of any premiums or assessment for any deductibles, or payment of any amount that would have been payable by any such insurance, as all such liability, cost, expense, premiums and deductibles are the sole responsibility and risk of the Firm.</p> <p>J. In the event Firm fails to maintain insurance as required herein, Firm shall immediately cure such lapse in insurance coverage at Firm's sole expense, and pay County in full for all costs and expenses incurred by COUNTY under this contract as a result of such failure to maintain insurance by Firm, including costs and reasonable attorney's fees relating to COUNTY's attempt to cure such lapse in coverage. Such costs as attorney's fees, not to exceed fifteen hundred and 00/100 dollars (\$1,500.00), shall be automatically deducted from monies or payments owed to FIRM by COUNTY. Moreover, COUNTY shall retain five percent (5%) of the value of the Contract that shall be placed into an account from monies or payments owed to Firm by COUNTY to cover COUNTY's potential exposure to liability during the period of such lapse. The retainage shall be held by County until six (6) months after the term of the contract has ended or has otherwise been terminated, cancelled or expired and shall be released if no claims are received or lawsuits filed against COUNTY for any matter that should have been covered by the required insurance. FIRM FURTHER AGREES TO INDEMNIFY COUNTY FOR ANY PENALTIES, FINES, JURY AWARDS, COURT COSTS, LITIGATION EXPENSES, AND ATTORNEY'S FEES INCURRED BY COUNTY DUE TO FIRM'S FAILURE TO MAINTAIN THE REQUIRED INSURANCE AT ALL TIMES DURING THE TERM OF THIS CONTRACT. FIRM, AT ITS OWN EXPENSE WITH COUNSEL OF COUNTY'S CHOICE, WILL DEFEND AND HOLD COUNTY HARMLESS IN ANY CLAIM OR ACTION AGAINST COUNTY THAT OCCURRED AS A DIRECT OR INDIRECT RESULT OF FIRM'S FAILURE TO MAINTAIN INSURANCE AL ALL TIMES DURING THE TERM OF THIS CONTRACT. WITHOUT WAIVING ANY RIGHTS UNDER SOVEREIGN IMMUNITY, THE COUNTY SHALL COOPERATE WITH AND MAY MONITOR FIRM IN THE DEFENSE OF ANY CLAIM, ACTION, OR PROCEEDING AND WILL, IF APPROPRIATE, MAKE EMPLOYEES AVAILABLE AS FIRM MAY REASAONBLY REQUEST WITH REGARD TO SUCH DEFENSE, SUBJECT TO THE</p>



Section	Section Title	Proposed Language
		<p>REIMBURSEMENT BY FIRM OF ALL COSTS AND EXPENSES OCCASIONED BY THE COUNTY'S COOPERATION IN SUCH DEFENSE. FIRM AGREES NOT TO SETTLE ANY SUCH CLAIM WITHOUT COUNTY'S CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD OR DELAYED.</p> <p>K. Approval, disapproval or failure to act by COUNTY regarding any insurance supplied by Firm shall not relieve Firm of full responsibility or liability for damages and accidents as set forth herein. Neither shall bankruptcy, insolvency or denial of liability by any insurance company exonerate the Firm from liability.</p> <p>L. Minimum insurance is a condition precedent to any work performed under this Contract and for the entire term of this Contract, including any renewals or extensions. In addition to any and all other remedies COUNTY may have upon Firm's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, or such insurance lapses, is reduced below minimum requirements or is prematurely terminated for any reason, COUNTY shall have the right to:</p> <ol style="list-style-type: none"> 1) Order Firm to stop work hereunder, which shall not constitute a Suspension of Work; 2) Withhold any payment(s) which become due to Firm hereunder until Firm demonstrates compliance with the requirements hereof and assurance and proof acceptable to COUNTY that there is no liability to COUNTY for failure to provide such required insurance; 3) At its sole discretion, declare a material breach of this Contract, which, at COUNTY's discretion, may result in: <ol style="list-style-type: none"> a) termination of this Contract; b) demand on any bond, as applicable; c) the right of COUNTY to complete this Contract by contracting with the "next low proposal." Firm will be fully liable for the difference between the original Contract price and the actual price paid, which amount is payable to COUNTY by Firm on demand; or d) any combination of the above; <p>M. Firm shall advise COUNTY in writing within twenty-four (24) hours of any claim or demand, against COUNTY or Firm, known to Firm related to or arising out of Firm's activities under this Contract.</p> <p>N. Acceptance of the services by COUNTY shall not constitute nor be deemed a release of the responsibility and liability of Firm, its employees, associates, agents or subcontractors for the accuracy and competency of their services; nor shall such acceptance be deemed an assumption of responsibility or liability by COUNTY for any defect in the services performed by Firm, its employees, subcontractors, and agents.</p> <p>O. Nothing herein contained shall be construed as limiting in any way the extent to which Firm may be held responsible for payments of damages to persons or property resulting from Firm's or its subcontractor's performance of the work covered under this Contract.</p> <p>P. Firm shall notify COUNTY in the event of any material change in coverage and shall give such notices not less than thirty days prior to the change, which notice must be accompanied by a replacement certificate of insurance.</p> <p>Q. Standard of Care: Services provided by Firm under this Contract will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar Contracts.</p> <p>R. The provisions of this Section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.</p> <p>S. The provisions of this Section shall survive termination or expiration of this Contract or any determination that this Contract or any portion hereof is void, voidable, invalid or unenforceable.</p>

Section	Section Title	Proposed Language
15	Right of Review and Audit	COUNTY may review any and all services performed by CONTRACTOR under this Contract. COUNTY is hereby granted the right to audit, at COUNTY'S expense and election at a mutually agreeable time, all of Firm's records and billings relating to the charges and payments under this Contract. Firm agrees to retain such records for a minimum of three (3) years following completion of this Contract.
16	Prevention of Fraud and Abuse	<p>CONTRACTOR shall establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Contract. Any known or suspected incident of fraud or program abuse involving CONTRACTOR's employees or agents shall be reported immediately by the COUNTY to the Office of the Inspector General for appropriate action. Moreover, CONTRACTOR warrants to be not listed on a local, COUNTY, State or federal consolidated list of debarred, suspended and ineligible CONTRACTORS and grantees.</p> <p>CONTRACTOR and COUNTY agree that any persons who, as part of their employment, receive, disburse, handle or have access to funds collected pursuant to this Contract do not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. CONTRACTOR shall, upon notice by COUNTY, refund expenditures of the CONTRACTOR that are contrary to this Contract and proven by the COUNTY to be inappropriate.</p>
17	Transition Services Required of Contractor	Upon notice of termination and/or expiration of this Contract, COUNTY shall have the right to audit any and all records of CONTRACTOR relating to the charges and payments under this Contract. Moreover, upon termination and/or expiration date of this Contract, CONTRACTOR agrees to transition the services provided herein in a cooperative manner and provide any reasonable requests from the COUNTY relating to transition services at no additional cost, including, but not limited to the following, upon date of termination and/or expiration: (i) All Contract and services documentation identified in a complete, neat and orderly manner; (ii) Good faith pledge to cooperate with County upon transition of services to another contractor or County department providing the same or similar services; (iii) Final accounting of all income from the Contract; (iv) Downloading and removal of all County information from the CONTRACTOR's equipment and software; (v) Removal of CONTRACTOR services without affecting the integrity of COUNTY's systems; and (vi) All County Records and County property. This provision shall survive Contract termination.
20	Security for Faithful Performance	<p>With the execution and delivery of the Contract, CONTRACTOR shall furnish and file with Dallas County within thirty (30) calendar days of award and in the amounts herein required, the following Surety Bonds. Such Surety Bonds shall be in accordance with the provisions of Section 2253.01 of the Texas Local Government Code and/or as amended.</p> <p>A. A good and sufficient Bond in an amount equal to one hundred percent (100%) of the approximate total amount of the Contract, as evidenced by the RFP# 2007-117-3023, or otherwise guaranteeing the full and faithful execution of the work and performance of the Contract in accordance with the plans, specifications and Contract documents, including any extensions thereof, for the protection of the County. Should COUNTY exercise any Contract extension option for additional Contract terms, it will be CONTRACTOR's responsibility to have the surety company provide to County confirmation of the existing bond or provide a new bond, if applicable. Bond shall provide for the repair and for maintenance attendant thereto, of all defects due to faulty materials, workmanship, defects, and failures that may appear within a period of one year from the date of completion and acceptance of the Work by Commissioners Court.</p> <p>B. Bonds shall be executed by a duly authorized surety company. The County will accept only those bonds executed by those surety companies listed in Circular 570 "Surety Companies Acceptable on Federal Bonds published in the Federal Register, U.S. Department of the Treasury."</p> <p>C. No sureties will be accepted by the County who are now in default or delinquent on any bonds or who are interested in any litigation against the County. All bonds shall be executed by corporate surety authorized to do business in the State of Texas.</p> <p>D. Each bond shall be executed by Contractor and the surety. Each surety shall designate an agent resident in the State of Texas to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such surety.</p>



Section	Section Title	Proposed Language
		<p>E. In lieu of a performance bond, Contractor may submit a cashier's check in the amount of five percent (5%) of the total Contract amount guaranteeing the full and faithful execution of the work and performance of the Contract in accordance with the Contract documents, including any extension thereof for the protection of the County.</p> <p>F. In the event the Contract is prematurely terminated due to non-performance and/or Contractor's request, County reserves the right to act on the performance bond and/or seek monetary restitution. In the event civil suit is filed to enforce this provision, County will seek its attorney's fees and costs of suit from Contractor, which amount Contractor shall immediately pay.</p> <p>G. All bonds shall be delivered to the <i>Dallas County Purchasing Department, c/o Linda Boles, 509 Main Street, 6th Floor Dallas, Texas 75202</i>, within thirty (30) calendar days after award of the Contract. H. County will disburse no payment for goods or services provided unless a good and sufficient bond is on file with the County.</p>
23	Subcontracting	Firm may not enter into Contracts with subCONTRACTORS for delivery of the designated services outlined in this Contract without prior written consent of the COUNTY, of which such consent shall not be unreasonable withheld. The costs of all subcontracted services are included in the fees paid herein. Subcontracts, if any, entered into by CONTRACTOR will be in writing and subject to all requirements herein. CONTRACTOR agrees that it will solely be responsible to COUNTY for the performance of this Contract. Firm shall pay all subCONTRACTORS in a timely manner. COUNTY shall have the right to prohibit Firm from using any subCONTRACTOR.
24	Assignment	During the term of this Contract, CONTRACTOR may not sell, assign, transfer or convey this Contract without the written consent of Dallas COUNTY Commissioners Court, of which such consent shall not be unreasonable withheld. Should COUNTY authorize CONTRACTOR to subcontract (assign) any portion of this Contract, CONTRACTOR will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, CONTRACTOR shall maintain a continuous effective business relationship with the subCONTRACTOR(s) including, but not limited to, regular payments of all monies owed to any subCONTRACTOR(s). In the event of failure by CONTRACTOR to comply with these requirements, COUNTY may, at its option, terminate this Contract. CONTRACTOR understands and agrees that in the event that all or substantially all of CONTRACTOR's assets are acquired by another entity, CONTRACTOR is still obligated to fulfill the terms and conditions of this Contract. However, in the event of the assignment or sale of CONTRACTOR's assets, COUNTY, at its option, may terminate or renegotiate the terms of this Contract.
26	Government Funded Project	If Contract is funded in part by either the State of Texas or the federal government, CONTRACTOR agrees to timely comply to any statute, rule, regulation, grant contract provision or other State or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the terms of this Contract. CONTRACTOR will provide to COUNTY the cost impact, if any, imposed by these additional or greater requirements.



Section	Section Title	Proposed Language
Unisys requests the addition of a warranty provision	Warranty	<p>CONTRACTOR warrants that (1) it has the appropriate knowledge and skill to perform the agreed Services and (2) it will use commercially reasonable efforts to provide the Services on a timely basis and in the manner described.</p> <p>CONTRACTOR MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, CONCERNING THE SERVICES AND DOCUMENTATION PROVIDED. CONTRACTOR DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND FURTHER DISCLAIMS ANY AND ALL LIABILITY FOR LOSS OF OR DAMAGE TO DATA OR OTHER UNINTENDED CONSEQUENCES OF ANALYSIS OF CODE FURNISHED BY CLIENT. ANY WARRANTIES MADE TO CLIENT EXTEND SOLELY TO CLIENT.</p>
Unisys requests the addition of a limitation of liability provision	Limitation of Liability	<p>For any claim or cause of action arising under or related to the Contract: (i) none of the parties shall be liable to the other for punitive, special, consequential damages, or indirect damages, to include without limitation, damages for loss of data, loss of use or loss of revenue, even if it is advised of the possibility of such damages; and (ii) Vendor's liability for damages of any kind to the Customer shall be limited to the total amount paid to Vendor under the Contract during the twelve months immediately preceding the accrual of the claim or cause of action; except that for any defective non-Unisys products provided under this Contract, Unisys maximum liability is a refund of the amount paid to Unisys for such Products (not including any amounts paid for related Services) returned to Unisys within ninety (90) days after shipment.</p>